

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That the names of J. B. Bell, W. C. Rountree, Jr., and C. E. Moore be dropped from the Stations and Yards, Northern Division, Clerical Seniority Roster.

(2) That R. B. Harp, senior regularly assigned T&E Caller, Pine Bluff, Arkansas, be allowed eight hours pay at the prevailing T&E Caller's rate of pay for each of the following dates, as there were no qualified extra or unassigned employees available and entitled to this work, said work being performed by Yardman W. C. Rountree, Jr.:

12- 1-54 Wed. 1st Trick T&E Caller position.

12- 8-54 Wed. 1st Trick T&E Caller position.

12-12-54 Sun. 3rd Trick T&E Caller position.

12-15-54 Wed. 1st Trick T&E Caller position.

12-20-54 Mon. 2nd Trick T&E Caller position.

12-21-54 Tue. 2nd Trick T&E Caller position.

12-22-54 Wed. 1st Trick and 2nd Trick T&E caller positions.

(W. C. Rountree, Jr., doubled on this date, receiving time and one-half for 1st Trick position.)

12-26-54 Sun. 2nd Trick T&E Caller position.

12-28-54 Tue. 2nd Trick T&E Caller position.

12-29-54 Wed. 1st Trick and 2nd Trick T&E Caller positions.

(W. C. Rountree, Jr., doubled on this date, receiving time and one-half for 1st Trick position.)

12-30-54 Thu. 2nd Trick T&E Caller position.

(3) That senior extra qualified Group 1 employe, R. H. Foust, Pine Bluff, Arkansas, be allowed eight hours pay at the prevailing

Yard Clerks' rate of pay for each of the following dates, as Yardman W. C. Rountree, Jr., allowed to work the following Yard Clerk vacancies:

12-11-54 Sat. 2nd Trick Yard Clerk position.

12-18-54 Sat. 3rd Trick Yard Clerk position (20" Overtime also worked.)

(4) That the senior qualified employe at Pine Bluff, Arkansas, entitled to such extra work who was denied rights to which his seniority entitled him be compensated for a day's work for each day Yardman C. E. Moore was allowed to perform work covered by the scope of our agreement subsequent to the time he was recalled as a Yardman, which was on or about the same time Yardman W. C. Rountree, Jr., was recalled as a Yardman on November 7, 1954; and for a day's pay for each day Brakeman J. B. Bell is allowed to work subsequent to the time he was recalled as a Brakeman on or about December 12, 1954; and for each and every day this violation continues; and that Claimants as listed in Parts 2 and 3 of this claim be compensated for any and all future violations of our agreement by improperly using Yardman W. C. Rountree, Jr.

NOTE: Reparation due employes to be determined by a joint check of Carrier's payroll and other records.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

That carrier and employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein;

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing thereon has been held and concluded. Under date of November 7, 1956, the parties jointly advised the Secretary of the Third Division of their desire to withdraw this case from further consideration by the Division, which request is hereby granted.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 5th day of December, 1956.